

**CITY OF KIRKLAND**  
**FIRE AND BUILDING DEPARTMENT**  
**Request for Proposals**

**STRATEGIC PLAN**

**Organizational Evaluation, Future Planning and Feasibility of Cooperative  
Service Delivery**

**Job Number 32-11-CM**

The City of Kirkland, Washington is seeking a qualified consultant to conduct an organizational and operational analysis of the City's Fire and Building Department and to assist the Department in developing a long range strategic plan for the department. This project is estimated to cost in the range of \$70,000 to \$100,000.

**Background**

The City of Kirkland Fire and Building Department currently serves a population of 80,836 and a service area of approximately 20 square miles. The department's operating budget for the 2011-2012 biennium is \$38.3 million which includes 121 full-time equivalent positions. The department provides services through six divisions:

- **Fire Administration** provides administrative systems and support for all functional areas in the department and is responsible for development and management of the budget, special studies and projects and overall administration.
- **Emergency Services** provides fire and emergency medical response and specialized rescue. The department's emergency medical service provides basic life support and transport services in coordination with a regional advanced life support system.
- **The Office of Emergency Management** is responsible for assuring that the City government and community are prepared for a disaster and are able to respond and recover from a disaster should it occur.
- **Fire Prevention** administers the International Fire Code and local ordinances with the goal of preventing dangerous life safety or property loss situations before they happen. Fire prevention provides review of new construction, technical assistance and periodic inspections of commercial properties.
- **The Training Division** develops and coordinates training for the Emergency Services branch of the department.
- **Building Services** is responsible for reviewing, permitting and inspecting all new construction and remodeled structures within the City.

On June 1, 2011, the City of Kirkland annexed an area of approximately 33,000 new residents. Emergency services has previously been provided for the vast majority of the annexed area by the Kirkland Fire and Building Department under a contract with King County Fire District #41. Fire District #41 has since ceased its operations and the City of Kirkland has assumed all of the assets, services and obligations of the District. A

smaller portion of the annexed area was served by the nearby Woodinville Fire and Rescue District which is still in operation.

The last strategic plan for the department was conducted in 2000. A new strategic plan is needed to reflect the changed environment including the recent annexation, general community and organizational growth as well as opportunities for regional cooperation.

### **Scope of Work**

The consultant work will be conducted in four phases including a review of current conditions, an evaluation of future service demands, analysis of opportunities for cooperative service delivery and development of a strategic plan.

#### **Phase I: Review and Evaluation of the Current Organizational Conditions**

The consultant will complete a comprehensive review of the Kirkland Fire and Building Department's current organizational and service delivery configuration. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured. The study shall focus on a baseline assessment of the current conditions and current service delivery performance for the department's emergency services, emergency management and fire prevention functions. Analysis of the Building Division will be limited to its relationships to interdepartmental and intradepartmental functions.

The consultant shall conduct an organizational analysis of the department based on the elements included in the following tasks:

##### Development of Stakeholder Input

The selected consulting firm will interview key stakeholders in the department and in other departments of the City, the Kirkland City Council, a variety of external organizations, appropriate community decision makers, volunteer association leaders, labor organization representatives and others that the project team deems necessary.

From these interviews, the consultants will obtain additional perspective on operational, economic, and policy issues facing the department and the City. In addition, the project team will learn more about availability of data necessary to analyze the department's ability to meet projected goals.

##### Review of the Existing Organizational Conditions

An in-depth review of the organization will be conducted including an evaluation of:

1. Service area characteristics
2. Organizational configuration
3. Current service delivery infrastructure
4. Management capacity, configuration and lines of authority
5. Operating budget and funding sources

6. Management and administrative support capacity
  - a. Staffing levels
  - b. Department management functions
  - c. Internal planning practices
  - d. Data collection systems, record keeping and reporting
  - e. Human resource management practices and systems
  - f. Public outreach and education and media relations
7. Capital infrastructure including facilities, apparatus and equipment
8. Emergency Management staffing and capacity
9. Fire prevention staffing and capacity
10. Review of Emergency Response resource deployment and performance for fire and emergency medical incidents including:
  - a. Demand analysis
  - b. Emergency response staffing, personnel deployment and staff scheduling
  - c. Impact of current laws and regulations such as residential sprinkler requirements
  - d. Analysis of overtime use, scheduling and discussion of potential staffing alternatives
  - e. Response reliability
  - f. Response performance
  - g. Response time performance
11. Emergency Medical Services delivery and system oversight
12. Specialized rescue services response capability
13. Training programs including assessment of the current cooperative regional training program relationship
14. Investigation of health and wellness programs and partnering initiatives with the local hospital

## **Phase II: Future Service Demand**

The consultant will conduct an evaluation of community population trends, the impact that future density will have on demands for future services and an assessment of community risk as it relates to current and future service delivery capacities.

### Analysis of Future System Demand

Conduct an assessment of the future service delivery needs and projected service demand including:

1. Projected population growth
2. Future service demand as it relates to increasing density and congestion
3. Analysis of future risk

### Analysis of Future Delivery System Models

Develop alternatives and strategies for meeting future service delivery needs, develop and analyze options for models by which services may be delivered with increased effectiveness and efficiency. Analysis shall include, at a minimum:

- Review and analysis of response standards and development of revised standards as appropriate
- Recommendations for long, mid and short-term strategies for service delivery to meet the standards
- Financial analysis and cost projections relating to recommended strategies
- Review and analysis of Kirkland's service demands and response capacity for Advanced Life Support

### **Phase III: Future Opportunities for Cooperative Service Delivery**

The consultant will develop an inventory and analysis of opportunities under which the Kirkland Fire Department and its neighboring response agencies can work more closely together to increase efficiency. A high level feasibility analysis will consider strategies such as merger, operational consolidation or Regional Fire Authority formation.

#### Opportunities for Cooperative Service Delivery

Using the information developed in the previous sections, the selected firm will evaluate opportunities under which the Kirkland Fire Department may be able to work more effectively on a cooperative basis with its neighboring agencies. Included in this phase will be:

1. Discussion of available strategies and various methodologies for partnering
2. Analysis of partnering options that are available and evaluation and development of feasible alternatives
  - a. Financial issues and challenges
  - b. Potential costs and short and long term saving and potential long range cost avoidance
  - c. Alternative funding strategies

The consultant will provide a recommendation for the preferred service delivery model changes and identify further analysis and process needed to pursue the recommended changes.

### **Phase IV: Strategic Planning**

#### Development of Organizational Strategic Plan

The consultant will develop a report detailing organizational capabilities and challenges, goals and objectives for maintaining and improving services and development of performance measures to quantify progress.

The report will outline a strategic plan addressing each of the areas discussed in previous sections with particular focus on department administration, emergency services and emergency management. The report will identify needs and strategies necessary for effective service delivery for the subsequent ten years. Key components include:

1. Review and refinement of departmental vision, mission and values statements
2. Development of departmental goals and target objectives for moving forward
3. Description of recommended actions to achieve goals and objectives including, organizational changes, investments, new or modified laws or regulations and partnerships
4. Cost of proposed changes and enhancements to the current system
5. Establishment of performance measures relative to goals and objectives
6. Identification of the process needed to implement recommendations including actions needed by the governing body

### **Proposal Submission and Contractor Selection**

#### **Submission Location and Due Date & Time**

Proposals may be submitted as an email attachment in PDF or MS Word format to:

[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

The subject line of the email should read: Proposal-Fire Dept Strategic Plan

Proposals may also be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent – 32-11-CM  
123 5<sup>th</sup> Ave  
Kirkland, WA 98033

All proposals must be received by **4:00 pm Pacific time on October 7, 2011.**

#### **Submission Requirements**

1. A summary of the firm's qualifications as they relate to the scope of work.
2. A description of similar projects performed.
3. A description of your firm's proposed approach to this project.
4. A list of personnel who would be assigned to this project and resumes and references for each especially related to the scope of work.
5. Proposed not-to-exceed fee and any related costs over and above the contract fee.
6. A list of references knowledgeable of your firm's work. Please include telephone numbers and addresses.

All proposal submissions must be prepared in accordance with the requirements set forth in this RFP. The Submittal shall not exceed thirty (30) pages (15 double-sided sheets of paper). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the thirty (30)-page limit.

## **Evaluation Criteria**

Proposals will be evaluated according to the following criteria, listed in order of importance:

1. Specialized experience and technical competence of the firm and its personnel considering the scope of work.
2. Recent experience and expertise with similar projects.
3. Proposed approach to accomplish the work required.
4. Proposed cost to perform the work.
5. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload.
6. Past record of performance on contracts with Kirkland, other governmental agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness and ability to communicate with a range of participants including elected officials, staff, members of the public and bargaining unit representatives.
7. Familiarity with types of problems applicable to the project.

## **Selection Process**

An evaluation team shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine which firms should be contacted for interview by the team. It is pointed out that nothing in these procedures shall be interpreted to require Kirkland to award a contract to the lowest cost proposer.

Selected firms will be invited for an interview with the evaluation team to discuss the proposal and to answer specific questions. The purpose of the interviews will be to evaluate the experience and fit of the firms and to clarify and assure understanding of the requirements of the contract.

Following interviews, references will be checked on one or more finalist firm.

The City of Kirkland reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.

Proposals will not be publicly opened and will be kept strictly confidential during this process. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other companies.

Confidentiality of proposals is considered by Kirkland as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of proposals which have been marked or identified as confidential, proprietary or business secrets, Kirkland will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from Kirkland of a demand to review such portions of its proposal and provided Kirkland written notice of the actions, Kirkland may make such portions available for review and copying by the public as Kirkland deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing Kirkland for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

### **Contract Requirements**

The City of Kirkland plans to use the attached City of Kirkland Professional Services Agreement. Firms with significant concerns about the sample agreement should not submit on this RFP.

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by phases). If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

### **Questions**

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, by email to [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov).

Questions regarding the scope of work, timeframe or deliverables should be addressed to Marilynne Beard, Assistant City Manager, by email to [mbeard@kirklandwa.gov](mailto:mbeard@kirklandwa.gov).

## Proposed Timeline

<u>Task</u>		<u>Date</u>
RFP issued		9/20/11
Questions submitted by noon		9/26/11
Proposals due by 4:00 pm		10/7/11
Interviews	Week of	10/17/11
Consultant Selection Completed		10/24/11
Contract Execution		11/8/11
Draft Report		3/9/12
Final Report		5/4/12



**SAMPLE**



**PROFESSIONAL SERVICES AGREEMENT**

Job Name and Number \_\_\_\_\_

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

**I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

**II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

**III. TERMINATION OF AGREEMENT**

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may

complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. *Minimum Scope of Insurance***

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

***B. Minimum Amounts of Insurance***

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

***C. Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

***D. Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

***E. Verification of Coverage***

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

***F. Claims-made Coverage***

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services

performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

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Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard,  
Assistant City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_